

**BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS

Board,

v.

JASON E. ZIMMER, P.T.
1909 Cash St.
Neosho, MO 64850

Licensee.

Case No. 2004-004942

SETTLEMENT AGREEMENT

Comes now Jason Zimmer, P.T., (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving whether Jason Zimmer's license as a physical therapist will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo.

1. Licensee acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a disciplinary hearing before the Board at which time Licensee

may present evidence in mitigation of discipline. Being aware of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this settlement agreement and agrees to abide by the terms of this document, as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

5. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts (hereinafter "Board") is an agency of the state of Missouri created and established pursuant to § 334.120, RSMo 2000, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.
2. Respondent, Jason Zimmer, P.T., is licensed by the Board as a physical therapist, license No. 2004012120. Respondent's license is and was at all times relevant herein, current and active.
3. On June 23, 2004, Licensee signed and thereby entered into a Consent Agreement with the Arkansas State Board of Physical Therapy, which states in relevant part:
 1. Licensee is a licensed Physical Therapist.
 2. Licensee reported to his employer that he treated several children on or about April 6, 2004 and April 8, 2004.
 3. Licensee treated the above children on April 6, 2004 but not on April 8, 2004.
 4. The patients and Medicaid were charged for services not performed.
 5. Based on the above facts, Licensee is, in the judgment of the Board, guilty of unprofessional conduct in violation of Ark. Code Ann. §17-93-308(a)(3)(2004) in that he billed patients for treatment not administered and falsified documentation; and Licensee has violated Arkansas State Board of Physical Therapy Regulation IX(A)(4) by "charging unreasonable or fraudulent fees for services performed or not performed."
 6. Licensee's license will be placed on probation until he completes a

course on Ethics and Fraud in Physical Therapy and Professional Responsibility in accurate documentation or equivalent courses approved by the Board.

JOINT PROPOSED CONCLUSIONS OF LAW

4. Cause existed for the Arkansas State Board of Physical Therapy to take disciplinary action against Licensee's license pursuant to § 17-93-308(a)(3)(2004), which states in relevant part:

(a) After due notice and hearing, the Arkansas State Board of Physical Therapy may suspend, revoke, or refuse to renew the license of any person licensed under this chapter, or take other appropriate action against any person licensed under this chapter, who:

....

(3) Is, in the judgment of the board, guilty of immoral or unprofessional conduct;

....

5. Cause exists for the Board to take disciplinary action against Licensee's license under § 334.100.2(8), RSMo 2000, which states in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMO, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(8) Revocation, suspension, restriction, modification, limitation, reprimand, warning, censure, probation or other final disciplinary action against the holder of or applicant for a license or other right to practice any profession regulated by this chapter by another state, territory, federal agency or country,

whether or not voluntarily agreed to by the licensee or applicant, including, but not limited to, the denial of licensure, surrender of the license, allowing the license to expire or lapse, or discontinuing or limiting the practice of medicine while subject to an investigation by any licensing authority, medical facility, branch of the armed forces of the United States of America, insurance company, court, agency of the state or federal government, or employer;

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of § 621.110, RSMo. This Agreement will be effective immediately on the date entered and finalized by the Board.

1. Effective the date the Board enters into the Agreement. The physical therapist license, No. 2004012120, issued to Licensee is hereby PUBLICLY REPRIMANDED.

2. The terms of this settlement agreement are contractual, legally, enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this settlement agreement nor any of its provisions may be changed, waived, discharge, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

3. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any terms or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate. No additional order shall be entered by this Board pursuant to this paragraph of this

Agreement occurred, the parties agree that the Board may choose to conduct a hearing before it to determine whether a violation occurred and, if so, may impose further disciplinary action.

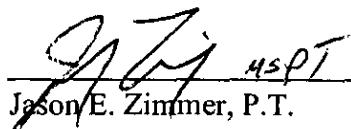
Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.


4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law deems this agreement or any portion thereof void or unenforceable.

5. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE


BOARD

 45PT 1-10-06
Jason E. Zimmer, P.T. Date

 1/23/06
Tina Steinman Date
Executive director

JEREMIAH W. (JAY) NIXON

Attorney General


Amy Braudis Date 1/13/06
Assistant Attorney General
Missouri Bar No. 57685

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221 West High Street
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Jefferson City, MO 65102
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Attorneys for Petitioner

EFFECTIVE THIS 23 DAY OF January 2005^{6/TS}